

Peter Anderson, Esq., Cal. Bar No. 88891
peteranderson@dwt.com
Peter Bae, Esq. Cal. Bar No. 329158
peterbae@dwt.com
DAVIS WRIGHT TREMAINE LLP
350 South Grand Avenue, 27th Floor
Los Angeles, CA 90071
Tel: (213) 633-6800
Fax: (213) 633-6899

Attorneys for Plaintiff and
Counterdefendant
CALTEX MUSIC LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CALTEX MUSIC LLC, <i>etc.</i> ,)	Case No. 2:24-cv-10632 RGK (JPRx)
)	
Plaintiff,)	STIPULATED PROTECTIVE
)	ORDER
vs.)	
)	
PARS VIDEO USA, INC., <i>etc.</i> , <i>et al.</i> ,)	
)	
Defendants.)	
)	
<hr/>)	
AND RELATED COUNTERCLAIM)	
)	

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action may involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, plaintiff and counterclaim defendant Caltex Music LLC and defendant and counterclaimant Pars Video USA, Inc. (the “Parties”) hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge

1 that this Order does not confer blanket protections on all disclosures or responses to
2 discovery and that the protection it affords from public disclosure and use extends only
3 to the limited information or items that are entitled to confidential treatment under the
4 applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3
5 below, that this Order does not entitle them to file Confidential Information under
6 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the
7 standards that will be applied when a Party seeks permission from the Court to file
8 material under seal.

9 1.2 GOOD CAUSE STATEMENT

10 This case includes claims of copyright infringement arising out of the
11 distribution and exploitation of recorded musical compositions. As a result, this action
12 is likely to involve trade secrets, customer and pricing lists and other valuable
13 research, development, commercial, financial, technical and/or proprietary
14 information for which special protection from public disclosure and from use for any
15 purpose other than prosecution of this action is warranted. Such confidential and
16 proprietary materials and information may consist of, among other things,
17 confidential business or financial information, information regarding confidential
18 business practices, or other confidential research, development, or commercial
19 information (including information implicating privacy rights of third parties),
20 information otherwise generally unavailable to the public, or which may be privileged
21 or otherwise protected from disclosure under state or federal statutes, court rules, case
22 decisions, or common law, and material or information that is subject to a written
23 independent obligation of confidentiality. Accordingly, to expedite the flow of
24 information, to facilitate the prompt resolution of disputes over confidentiality of
25 discovery materials, to adequately protect information the parties are entitled to keep
26 confidential, to ensure that the parties are permitted reasonable necessary uses of such
27 material in preparation for and in the conduct of trial, to address their handling at the
28 end of the litigation, and serve the ends of justice, a protective order for such

1 information is justified in this matter. It is the intent of the parties that information
2 will not be designated as confidential for tactical reasons and that nothing be so
3 designated without a good faith belief that it has been maintained in a confidential,
4 non-public manner, and there is good cause why it should not be part of the public
5 record of this case.

6 2. DEFINITIONS

7 2.1 Action: This pending federal lawsuit.

8 2.2 Challenging Party: a Party or Nonparty that challenges the designation of
9 information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
11 how it is generated, stored, or maintained) or tangible things that qualify for
12 protection under Federal Rule of Civil Procedure 26(c) and as specified above in the
13 Good Cause Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
15 their support staff).

16 2.5 Designating Party: a Party or Nonparty that designates information or
17 items that it produces in disclosures or in responses to discovery as
18 “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information, regardless
20 of the medium or manner in which it is generated, stored, or maintained (including,
21 among other things, testimony, transcripts, and tangible things), that are produced or
22 generated in disclosures or responses to discovery in this matter.

23 2.7 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
25 expert witness or as a consultant in this action.

26 2.8 House Counsel: attorneys who are employees of a Party to this Action.
27 House Counsel does not include Outside Counsel of Record or any other outside
28 counsel.

1 2.9 Nonparty: any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3 2.10 Outside Counsel of Record: attorneys who are not employees of a Party to
4 this Action but are retained to represent or advise a Party and have appeared in this
5 Action on behalf of that Party or are affiliated with a law firm that has appeared on
6 behalf of that Party, including support staff.

7 2.11 Party: any Party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and their
9 support staffs).

10 2.12 Producing Party: a Party or Nonparty that produces Disclosure or
11 Discovery Material in this Action.

12 2.13 Professional Vendors: persons or entities that provide litigation support
13 services (for example, photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)
15 and their employees and subcontractors.

16 2.14 Protected Material: any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 2.15 Receiving Party: a Party that receives Disclosure or Discovery
19 Material from a Producing Party.

20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only
22 Protected Material (as defined above) but also any information copied or extracted
23 from Protected Material; all copies, excerpts, summaries, or compilations of
24 Protected Material; and any testimony, conversations, or presentations by Parties or
25 their Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial will be governed by the orders of the
27 trial judge. This Order does not govern the use of Protected Material at trial.
28

1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order will remain in effect until a Designating Party agrees otherwise
4 in writing or a court order otherwise directs. Final disposition is the later of (1)
5 dismissal of all claims and defenses in this Action, with or without prejudice, or (2)
6 final judgment after the completion and exhaustion of all appeals, rehearings,
7 remands, trials, or reviews of this Action, including the time limits for filing any
8 motions or applications for extension of time under applicable law.

9 5. DESIGNATING PROTECTED MATERIAL

10 5.1 Each Party or Nonparty that designates information or items for
11 protection under this Order must take care to limit any such designation to specific
12 material that qualifies under the appropriate standards. To the extent practicable, the
13 Designating Party must designate for protection only those parts of material,
14 documents, items, or oral or written communications that qualify so that other
15 portions of the material, documents, items, or communications for which protection is
16 not warranted are not swept unjustifiably within the ambit of this Order.

17 Indiscriminate or routinized designations are prohibited. Designations that are
18 shown to be clearly unjustified or that have been made for an improper purpose (for
19 example, to unnecessarily encumber the case-development process or to impose
20 unnecessary expenses and burdens on other parties) may expose the Designating Party
21 to sanctions.

22 If it comes to a Designating Party's attention that information or items it
23 designated for protection do not qualify for that level of protection, that Designating
24 Party must promptly notify all other Parties that it is withdrawing the inapplicable
25 designation.

26 5.2 Except as otherwise provided in this Order, Disclosure or Discovery
27 Material that qualifies for protection under this Order must be clearly so designated
28 before the material is disclosed or produced.

1 Designation in conformity with this Order requires the following:

2 (a) for information in documentary form (for example, paper or electronic
3 documents but excluding transcripts of depositions or other pretrial or trial
4 proceedings), the Producing Party must affix at a minimum the legend
5 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion
6 or portions of the material on a page qualify for protection, the Producing Party
7 should to the extent practicable clearly identify the protected portion(s) (for
8 example, by making appropriate markings in the margins).

9 A Party or Nonparty that makes original documents available for
10 inspection need not designate them for protection until after the inspecting Party has
11 indicated which documents it would like copied and produced. During the inspection
12 and before the designation, all material made available for inspection must be treated
13 as “CONFIDENTIAL.” After the inspecting Party has identified the documents it
14 wants copied and produced, the Producing Party must determine which documents,
15 or portions thereof, qualify for protection under this Order. Then,
16 before producing the specified documents, the Producing Party must affix the
17 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
18 portion or portions of the material on a page qualify for protection, the Producing
19 Party should to the extent practical clearly identify the protected portion(s) (for
20 example, by making appropriate markings in the margins).

21 (b) for testimony given in depositions, the Designating Party must identify the
22 Disclosure or Discovery Material that is protected on the record, before the close of
23 the deposition.

24 (c) for information produced in some form other than documentary and for
25 any other tangible items, the Producing Party must affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the legend
27 “CONFIDENTIAL.” If only a portion or portions of the information warrant
28

1 protection, the Producing Party, to the extent practicable, must identify the protected
2 portion(s).

3 5.3 If timely corrected, an inadvertent failure to designate qualified
4 information or items does not, standing alone, waive the Designating Party's right to
5 secure protection under this Order for that material. On timely correction of a
6 designation, the Receiving Party must make reasonable efforts to assure that the
7 material is treated in accordance with the provisions of this Order.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Any Party or Nonparty may challenge a designation of confidentiality
10 at any time consistent with the Court's scheduling order.

11 6.2 The Challenging Party must initiate the dispute-resolution process (and,
12 if necessary, file a discovery motion) under Local Rule 37.

13 6.3 The burden of persuasion in any such proceeding is on the Designating
14 Party. Frivolous challenges, and those made for an improper purpose (for example, to
15 harass or impose unnecessary expenses and burdens on other parties), may expose the
16 Challenging Party to sanctions. Unless the Designating Party has waived or
17 withdrawn the confidentiality designation, all parties must continue to afford the
18 material in question the level of protection to which it is entitled under the Producing
19 Party's designation until the Court rules on the challenge.

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 A Receiving Party may use Protected Material that is disclosed or
22 produced by another Party or by a Nonparty in connection with this Action only for
23 prosecuting, defending, or attempting to settle this Action. Such Protected Material
24 may be disclosed only to the categories of people and under the conditions described
25 in this Order. When the Action has been terminated, a Receiving Party must comply
26 with the provisions of Section 13 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a manner sufficiently secure to ensure that access is limited to the
3 people authorized under this Order.

4 7.2 Unless otherwise ordered by the Court or permitted in writing by the
5 Designating Party, a Receiving Party may disclose any information or item
6 designated “CONFIDENTIAL” only to the following people:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
8 well as employees of that Outside Counsel of Record to whom it is reasonably
9 necessary to disclose the information for this Action;

10 (b) the officers, directors, and employees (including House Counsel) of
11 the Receiving Party to whom disclosure is reasonably necessary for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the Court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (g) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses and attorneys for witnesses to
23 whom disclosure is reasonably necessary, provided that the deposing party requests
24 that the witness sign the form attached as Exhibit A hereto and the witnesses will not
25 be permitted to keep any confidential information unless they sign the form, unless
26 otherwise agreed by the Designating Party or ordered by the Court. Pages of
27 transcribed deposition testimony or exhibits to depositions that reveal Protected
28

1 Material may be separately bound by the court reporter and may not be disclosed to
2 anyone except as permitted under this Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed on by any of the Parties engaged in settlement discussions or
5 appointed by the Court.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
7 OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must

11 (a) promptly notify in writing the Designating Party. Such notification
12 must include a copy of the subpoena or court order unless prohibited by law;

13 (b) promptly notify in writing the party who caused the subpoena or order
14 to issue in the other litigation that some or all of the material covered by the
15 subpoena or order is subject to this Protective Order. Such notification must include
16 a copy of this Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued
18 by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order should not produce any information designated in this
21 action as “CONFIDENTIAL” before a determination on the protective-order request
22 by the relevant court unless the Party has obtained the Designating Party’s
23 permission. The Designating Party bears the burden and expense of seeking
24 protection of its Confidential Material, and nothing in these provisions should be
25 construed as authorizing or encouraging a Receiving Party in this Action to disobey a
26 lawful directive from another court.

1 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is
5 protected by the remedies and relief provided by this Order. Nothing in these
6 provisions should be construed as prohibiting a Nonparty from seeking additional
7 protections.

8 (b) In the event that a Party is required by a valid discovery request to
9 produce a Nonparty’s Confidential Information in its possession and the Party is
10 subject to an agreement with the Nonparty not to produce the Nonparty’s
11 Confidential Information, then the Party must

12 (d)(1) promptly notify in writing the Requesting Party and the Nonparty
13 that some or all of the information requested is subject to a confidentiality agreement
14 with a Nonparty;

15 (2) promptly provide the Nonparty with a copy of this Order, the
16 relevant discovery request(s), and a reasonably specific description of the
17 information requested; and

18 (3) make the information requested available for inspection by the
19 Nonparty, if requested.

20 (c) If the Nonparty fails to seek a protective order within 21 days of
21 receiving the notice and accompanying information, the Receiving Party may
22 produce the Nonparty’s Confidential Information responsive to the discovery
23 request. If the Nonparty timely seeks a protective order, the Receiving Party must
24 not produce any information in its possession or control that is subject to the
25 confidentiality agreement with the Nonparty before a ruling on the protective-order
26 request. Absent a court order to the contrary, the Nonparty must bear the burden and
27 expense of seeking protection of its Protected Material.
28

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately notify the Designating Party in writing of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of the Protected Material, inform the person or people to whom unauthorized disclosures were made of the terms of this Order, and ask that person or people to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

12. MISCELLANEOUS

12.1 Nothing in this Order abridges the right of any person to seek its modification by the Court.

12.2 By stipulating to the entry of this Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Order.

12.3 A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied, then the Receiving

1 Party may file the information in the public record unless otherwise instructed by the
2 Court.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60
5 days of a written request by the Designating Party, each Receiving Party must return
6 all Protected Material to the Producing Party or destroy such material. As used in this
7 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
8 summaries, and any other format reproducing or capturing any of the Protected
9 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
10 must submit a written certification to the Producing Party (and, if not the same person
11 or entity, to the Designating Party) by the 60-day deadline that identifies (by
12 category, when appropriate) all the Protected Material that was returned or destroyed
13 and affirms that the Receiving Party has not retained any copies, abstracts,
14 compilations, summaries, or any other format reproducing or capturing any of the
15 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
16 archival copy of all pleadings; motion papers; trial, deposition, and hearing
17 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
18 reports; attorney work product; and consultant and expert work product even if such
19 materials contain Protected Material. Any such archival copies that contain or
20 constitute Protected Material remain subject to this Order as set forth in Section 4
21 (DURATION).

22 14. SANCTIONS

23 Any willful violation of this Order may be punished by civil or criminal
24 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
25 other appropriate action at the discretion of the Court.
26
27
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2

3 DATED: March 17, 2025

/s/ Peter Anderson

Peter Anderson, Esq.
Peter Bae, Esq.
DAVIS WRIGHT TREMAINE LLP
Attorneys for Plaintiff and
Counterdefendant
CALTEX MUSIC LLC

7

8 DATED: March 17, 2025

/s/ Michael V. Madigan

Michael V. Madigan, Esq.
Caitlan M. Jones, Esq.
PETIT KOHN INGRASIA
LUTZ & DOLIN
Attorneys for Counterdefendant
CALTEX MUSIC LLC

9

10

11

12

13 DATED: March 17, 2025

/s/ Donald A. Miller

Donald A. Miller, Esq.
Erin Shields, Esq.
LOEB & LOEB LLP
Attorneys for Defendant and
Counterclaimant
PARS VIDEO USA, INC.

14

15

16

17

18

Attestation Regarding Signatures

19

20

The undersigned attests that all signatories listed, and on whose behalf this
filing is submitted, concur in this filing's content and have authorized its filing.

21

DATED: March 19, 2025

/s/ Peter Anderson

22

23

24

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25

26

DATED: 3/19/2025



Hon. Jean P. Rosenbluth
United States Magistrate Judge

27

28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the U.S. District Court for the Central District of California on [date] in the case of *Caltex Music LLC v. Pars Video USA, Inc.*, C.D. Cal. Case No.: 2:24-cv-10632 RGK (JPRx). I agree to comply with and to be bound by all terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment, including contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed:

Printed name: _____

Signature: _____